

ORDINANCE NO. Z-93-08-26-12C

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 11.305(2), CODE OF ORDINANCES, 1990 EDITION, CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE DESIGNATION OF 29.39 ACRES OF LAND OUT OF THE WILEY HARRIS SURVEY, ABSTRACT 289, ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT C-1 (GENERAL COMMERCIAL) TO DISTRICT PUD (PLANNED UNIT DEVELOPMENT) NO. 9.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to change the zoning classification of the property described in Exhibit "A" from District C-1 (General Commercial) to District P.U.D. (Planned Unit Development) No. 9;

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 19th day of August, 1993, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the above described property be changed from District C-1 (General Commercial) to District P.U.D. (Planned Unit Development) No. 9 and,

WHEREAS, on the 26th day of August, 1993, after proper notification, the City Council held a public hearing on the requested change, and

WHEREAS, the City Council has determined that substantial changes in conditions have occurred which justify the zoning classification change provided for herein, and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, 1990 Edition and Section 11.305(2), Code of Ordinances, 1990 Edition, City of Round Rock, Texas concerning public notices, hearings, and other

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

procedural matters has been fully complied with,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the City Council has hereby determined the Planned Unit Development (PUD) District No. 9 meets the following goals and objectives:

- (1) PUD No. 9 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (2) PUD No. 9 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (3) PUD No. 9 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (4) PUD No. 9 will be developed and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 11.305 (2), Code of Ordinances, 1990 Edition, City of Round Rock, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" attached hereto and incorporated herein shall be, and is hereby changed from District C-1 (General Commercial) and shall be hereafter designated as Planned Unit Development (PUD) No. 9, and that the Mayor is hereby authorized and directed to enter into the Planned Unit Development (PUD)

agreement attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

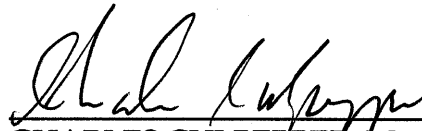
Alternative 1.

READ, PASSED, and ADOPTED on first reading this 26th day of August, 1993.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 1993.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 1993.



CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:



JOANNE LAND, City Secretary

LEGAL DESCRIPTION

FIELD NOTES

BEING a part of the WILEY HARRIS SURVEY, ABSTRACT NO. 298, Williamson County, Texas, and being a part of that certain 122.82 acre tract of land described in a deed to R. L. Egger recorded in Volume 259 at Page 259, Deed Records of Williamson County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an "X" found out in a concrete curb at the southwest corner hereof, said point also being the northwest corner of Southgate Apartments, Ltd, a subdivision of record filed in Cabinet F, Slide 288, Plat Records of Williamson County;

THENCE with the west line hereof and the east line of Interstate Highway 35, the following described two (2) courses and distances:

- 1) N 12° 42' 15" W a distance of 513.70 feet to a concrete R/W monument, and;
- 2) N 40° 06' 42" W a distance of 643.84 feet to the northwest corner hereof, from which a chain link fence corner post bears N 73° 55' 45" E a distance of 2.13 feet;

THENCE with the north line hereof, the following described four (4) courses and distances:

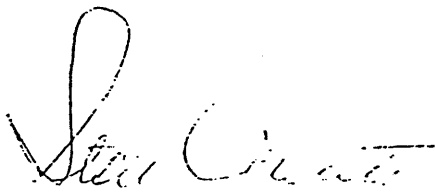
- 1) N 73° 55' 45" E a distance of 492.86 feet to an iron rod found at the southeast corner of Southside Acres, a subdivision of record filed in Cabinet A, Slide 323, Plat Records of Williamson County;
- 2) N 74° 15' 18" E a distance of 586.15 feet to an iron rod found at the southwesterly terminus of Mandell Street;
- 3) N 73° 00' 49" E a distance of 61.47 feet to an iron pipe found at the southeasterly terminus of Mandell Street, said iron pipe also being the southwest corner of Southside Acres Unit Two, a subdivision of record filed in Cabinet B, Slide 49, Plat Records of Williamson County, and;
- 4) N 73° 06' 28" E a distance of 356.87 feet to an iron rod found at the northeast corner hereof in the west line of U. S. Highway 81, (South Mays Street);

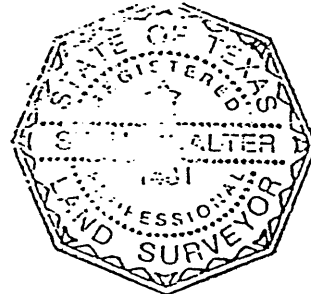
THENCE with the east line hereof and the west line of said U. S. Highway 81, the following described three (3) courses and distances:

- 1) An arc distance of 762.51 feet with a curve to the right, said curve having a central angle of 7° 41' 32", a radius of 5679.58, tangents of 381.83 feet, a chord distance of 761.94 feet, and a chord bearing of S 6° 51' 07" E, to a concrete R/W monument;
- 2) S 3° 26' 43" W a distance of 172.36 feet to a concrete R/W monument, and;
- 3) S 8° 35' 48" E a distance of 154.21 feet to the southeast corner hereof, from which an iron rod found bears N 87° 53' 21" E a distance of 0.90 feet, an iron rod found bears S 87° 53' 21" W a distance of 0.80 feet, and a concrete R/W monument bears S 8° 35' 48" E a distance of 46.92 feet;

THENCE with the south line hereof, the following described three (3) courses and distances:

- 1) S 87° 53' 21" W a distance of 370.84 feet to an iron rod found, said iron rod also being the northwest corner of Stella Subdivision Section Two, a subdivision of record filed in Cabinet G, Slide 23, Plat Records of Williamson County;
- 2) S 2° 14' 22" E a distance of 169.19 feet to an iron rod found at the southwest corner of said Stella Subdivision in the north line of said Southgate Apartments, Ltd;
- 3) S 77° 15' 31" W a distance of 666.26 feet with the north line of said Southgate Apartments, Ltd, to the Place of Beginning, containing 30.42 acres of land, subject to easements, conditions or restrictions of record if any.


Stan Coalter, RPS, LSLS
2-1-93



Planning and Community Development

APPLICATION FOR ZONING CHANGE

CITY OF ROUND ROCK

DATE: July 12, 1993

To the City Council:

MSP, Inc.

(name of present owner)

By: J. Stendebach

(name of agent)

hereby make(s) application to the City Council of the City of Round Rock for change in zoning designation of the property described below:

FROM C-1 General Commerce District
(present zoning classification)

TO PUD District
(present proposed classification)

for the purpose of Developing a Mixed, Multi-Family & Commercial development.
Land area of property to be rezoned: PUD (development plan attached)

PROPERTY DESCRIPTION: Describe only the property to be rezoned using either metes and bounds or subdivision reference.

29.39 acres out of the Wiley Harris Survey.

(or)

Abstract 289 Subdivision; Lot _____; Block _____
(and/or)

1000 South Mays Street

Street Address (es) of the Property

Volume and Page of deed(s) which conveyed the property to the present owner:

Volume 2291, Page 050, 30.42 acres.

Type of Ownership: _____ Sole Owner; _____ Community Property;
_____ Partnership; X Corporation; _____ Trust.

OWNER'S
SIGNATURE

910 Heritage Center Circle
(mailing address)

Round Rock, Texas 78664
(zip code)

AGENT'S
SIGNATURE

8519 Cahill Drive, Suite 805
(mailing address)

Austin, Texas 78729
(zip code)

TELEPHONE Stendebach & Associates 258-8419

If ownership is other than sole or community property, name the partners, principals, beneficiaries, etc..... respectively:

- 1) Jeffrey Drinkard, President 910 Heritage Center Circle Round Rock, Tx. 78664
(name) (position) (address) (zip code)
- 2) _____
(name) (position) (address) (zip code)

DEVELOPMENT PLAN

PUD Number 9

**Exhibit "B"
to City of Round Rock**

Ordinance No. Z-93-08-26-12C

This exhibit contains 21 pages

PUD No. 93-5505

This agreement ("Agreement") is made the 9th day of November, 19 93, between the City of Round Rock, Texas, having its offices at 221 East Main Street, Round Rock, Texas, (hereafter called the "City") and MSP, Inc. its successors and assigns, whose address for purposes hereof is 910 Heritage Center Circle, Round Rock, Texas 78664 (hereafter called the "Owner"). For purposes of this Agreement, the term "Owner" shall mean MSP, Inc., its successors and assigns; provided, however, upon the sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of MSP, Inc. as to such property shall be assigned by the new owner, and MSP, Inc. shall have no further liability relating to such property.

WHEREAS the Owner has requested a planned unit development from the City for the development of 29.39 acres of land for a mixed-use commercial and multi-family residential development on a tract of land located within the corporate limits of the City and more particularly described by metes and bounds in Exhibit "A" attached hereto and made part hereof (hereinafter called "the Land"); and,

WHEREAS the Owner, in accordance with Chapter 11, Section 11.316 (8), Code of Ordinances, City of Round Rock, Texas, has submitted the development plan set forth in this Agreement ("Development Plan") to the City containing terms and conditions for the use and development of the Land; and,

WHEREAS the Development Plan forms the concept plan for this land, the Development Plan complies with the provisions of the Round Rock General Plan 1990 as amended; and

WHEREAS the City has held two public hearings required by law on August 19, 1993, and August 26, 1993, to solicit input from all interested citizens and affected parties; and,

WHEREAS the Planning and Zoning Commission has recommended approval of the PUD zoning on August 19, 1993; and

WHEREAS the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City; and

WHEREAS the Development Agreement is, by this reference, incorporated herein for all purposes;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH in consideration of the premises and the conditions and covenants hereinafter set forth, the City and the Owner covenant and agree as follows:

1. LIENHOLDER CONSENT

The lienholder of record has consented to this agreement and any dedications agreed to herein. The lienholder consent is attached hereto as EXHIBIT "B".

2. DEVELOPMENT AND LAND USE

The Land shall be developed for a mixed-use, multi-family and commercial phased development.

2.1 Development Area A

Development Area A, consisting of approximately ten (10) acres as generally shown on the plan attached hereto as Exhibit "D", shall be developed for multi-family uses as generally shown on the plan attached hereto as Exhibit "C".

The development of this area shall consist of a minimum of 140 residential dwelling units and a maximum of 172 dwelling units, together with parking, a rental office, recreational amenities, and other accessory uses.

2.2 Development Area B

Development Area B, consisting of approximately three (3) acres as generally shown on the plan attached hereto as Exhibit "D", shall be developed for uses permitted in the C-1 (General Commercial) Zoning District, a copy of which is attached hereto as Exhibit "G"

2.3 Development Area C

Development Area C, consisting of approximately sixteen (16) acres as generally shown on the plan attached hereto as Exhibit "D", shall be developed for multi-family uses, commercial uses permitted in the C-1 (General Commercial) Zoning District, or a combination of multi-family and commercial uses.

2.4 Phasing

This Agreement does not imply specific phasing that the development of any specific development area precede the development of any other development area or portion thereof; nor does it preclude the development of any development area in phases.

3. RESIDENTIAL DENSITY

Residential densities for all phases of residential development shall not exceed a density of twenty (20) units per acre for each Development Area.

4. SITE PLAN AND BUILDING MASSING APPROVALS

4.1 This Agreement specifically provides for the following site plan provisions:

4.1.1 The minimum setback requirement from Mays Street is increased to 60 feet.

4.1.2 The 8.04 acre tract shown on Exhibit "E", attached hereto, and the city ball fields, both being adjacent to the Land, shall not be defined as a "single family lot" for the purposes of criteria for development as outlined in section 11.320 of the Code.

4.1.3 No residential dwellings shall be constructed north of the Lone Star Gas pipeline on Development Area "A".

4.1.4 Vehicular access to Development Area A, other than for emergency vehicles, shall be prohibited from Mandell Street.

- 4.1.5 Driveway access to Development Area A from Mays Street shall be limited to two access points as generally shown on Exhibit "C". The southerly driveway may be constructed on a private access easement across Development Area B as generally shown on Exhibit "C". This access easement may be incorporated into a future public roadway built to City of Round Rock standards as part of the development of Development Areas "B" and "C". The Director of Planning shall notify the developer of area "B" and/or "C" at the preliminary plat stage whether such roadway improvement is required. The cross section of the road shall be included in said notification.
- 4.1.6 The screening of the property along its northern boundary shall be accomplished by protecting existing trees along the northern property line wherever possible. If existing trees are removed, they shall be replaced in accordance with City Landscape Ordinance criteria, and a plan showing replacement landscaping shall be submitted to the Director of Planning for approval.
- 4.1.7 The screening between the ball fields and the land shall consist of landscaping and an open fence (excluding chain link). Such screening shall be identified on the site plan to be submitted to the Development Review Board in accordance with Section 11.318 of the Code.
- 4.1.8 All fence posts shall be anchored in concrete and shall be constructed of masonry or rust resistant steel.
- 4.1.9 Buffers shall not be required along interior lot lines on the Land as long as the interior lot lines abut unplatted land. Future buffers which may be required shall be constructed as part of the actual development of future phases.
- 4.1.10 The location of trash collection facilities and the screening of such facilities shall be identified on the site plan submitted to the appropriate City Board or Commission.
- 4.1.11 Pole signs for commercial development shall not be placed within 200 feet of the boundary of any single family lot.
- 4.1.12 All site plans for Development Areas "B" and "C" shall include an internal pedestrian system.
- 4.1.13 Site plans shall be submitted to the Planning and Zoning Commission for Development Area "C" as part of the final plat approval process. Site plan approval by the Planning and Zoning Commission shall constitute City approval normally required by Section 11.320 of the Code for development area "C".

5. OFF STREET PARKING REQUIREMENTS

Alternative parking standards are hereby approved as follows:

- 5.1 Parking stalls shall measure a minimum of 9 feet by 18.5 feet throughout Development Area A. No provisions for small car spaces shall be available for Development Area A.

5.2 The number of parking spaces provided on site shall be as follows:

- 5.2.1 One bedroom units 1.5 spaces
- 5.2.2 Two bedroom units 2.0 spaces
- 5.2.3 Three bedroom units 3.0 spaces
- 5.2.4 Fifteen additional parking spaces shall be provided for guest parking.

6. PARKLAND DEDICATION

The parkland dedication requirements for Development Area "A" for the Land shall be met in full by providing an amenity area with a pool with a minimum surface area of 1,500 square feet as generally shown on Exhibit "C" for use of residents of the Land.

7. STORMWATER DETENTION AND DRAINAGE

- 7.1 In order to ensure that the drainage requirements of the City are met and to significantly assist in improving existing drainage in the neighborhood immediately north of the Land, the Owners will participate with the City in improving drainage facilities between the land and Lake Creek. Said drainage facilities shall be funded jointly by the City and the owner. No additional on site detention shall be required.
- 7.2 The Owner shall dedicate to the City, for the purpose of constructing drainage improvements, a 100 foot wide drainage easement as shown on Exhibit "E".
- 7.3 The Owner shall provide a 100' wide drainage easement as shown on Exhibit "F".
- 7.4 The Owner shall pay one thousand six hundred dollars (\$1,600.00) per acre for Development Area "A" as shown on Exhibit "D" as its share of the joint drainage improvements. This payment shall be paid upon issuance of a building permit. These funds shall be placed in escrow (see Exhibit "H"). This payment shall represent full payment of all detention fees assessable to Development Area "A". No additional on-site detention shall be required. This account is an interest bearing account which shall accrue to the benefit of the Owner.
- 7.5 The Owner shall pre-pay one thousand two hundred dollars (\$1,200.00) per acre as for Development Area "B" and "C" as shown on Exhibit "D" as its share of the joint drainage improvements. This pre-payment shall be paid upon issuance of a building permit or the commencement of the construction of the described drainage improvements, whichever ever occurs first. These shall be placed in escrow account referred to in section 7.4 of this Agreement.. The pre-payment shall represent full payment of all detention fees assessable to Development Areas "B" and "C". No additional on site detention shall be required.
- 7.6 In the event that the regional drainage facilities referred to in Section 7.4 have not been constructed prior to the Owner applying for any building permit upon the Land or any other development approval required to commence construction on the Land, the Owner shall have the right to construct on-site detention facilities required to serve the development applied for on the 8.04 acre tract shown on Exhibit "E". If this option is exercised all monies held in escrow shall be returned to the owner. If this on-site detention option is utilized, any portion of the 8.04 acre tract utilized for on-site detention shall not be transferred, conveyed, or sold without the written approval of the Director of Public Works. Detention facilities shall not be located in the area shown as "drainage dedication" on Exhibit "E" nor shall they be located

within one hundred (100) feet of the boundary of the lot commonly known as 902 Mandell Street.

8. UNDERGROUND ELECTRIC AND UTILITY LINES

Except where approved in writing by the Director of Planning and the Director of Public Works, all electrical, telephone and cablevision distribution and service lines, other than currently existing overhead lines three-phase or larger located around the perimeter boundaries of the land, shall be installed underground.

9. DEED RESTRICTIONS

Deed Restrictions shall be provided with the final plat for each phase of residential development. These Restrictions shall specifically provide for the following:

9.1 Vehicle Parking. To the extent reasonably practical, the property owner shall restrict, limit, or prohibit the use of any driveway or parking area which may be in front of, adjacent to, or visible from Mays Street or IH 35. as parking place for commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, and boats; provided, that to the extent the requirements set forth in the immediately preceding portion of this sentence cannot be accomplished in a reasonably practical manner, said driveways or parking areas shall be screened in a manner reasonably satisfactory to the City's Director of Planning.

9.2 General Signage Standards. All signs visible from Mays Street or IH 35 shall be constructed for low maintenance and shall be approved in advance by the Director of Planning. In the event a sign is not properly maintained, the City may give the sign owner written notice thereof. Required repairs must be made within five (5) business days of notification or the City shall have the right, but not the obligation, to have repairs made and charged to the sign owner. Prohibited signs include bench signs; billboards; banner signs; signs with flashing or blinking lights or mechanical movement; dayglo colors; signs that make or create noise; animated or moving signs; exposed neon illumination; painted wall signs; pennants; trailer signs; signs with beacons, and any sign that obstructs the view in any direction of an intersection.

10. APPLICABILITY OF CITY ORDINANCES

10.1 Zoning and Subdivision. The Land shall be regulated for the purposes of zoning and subdivision by this Agreement. All aspects not specifically covered by this Agreement or modified by the intent of this Agreement shall conform to the provisions of the City Zoning and Subdivision Ordinances.

10.2 All Other Ordinances. All other City Ordinances shall apply to the land except where clearly modified by this Agreement.

11. DESIGNATED CONCEPT PLAN

This entire PUD ordinance constitutes the Concept Plan for Development Areas "A" and "B" required by the City Subdivision Ordinance. Such concept plan is hereby approved by the City.

12. COMPATIBILITY

This Development Plan indicates the desired relationship of land uses, interior circulation, and access between the existing adjacent development and the contemplated development of the Land.

13. CHANGES TO DEVELOPMENT PLAN

After the Development Plan has been accepted and approved by the City Council, any substantial alterations in excess of those allowed by this Agreement shall be resubmitted for consideration to the City Council following the same procedure required in the original adoption of the Development Plan. Any minor alterations to the Development Plan which do not substantially change the concept or intent of the Planned Unit Development may be approved administratively, in writing, by the Director of Planning. The Director of Planning shall, at his sole discretion, determine what constitutes a substantial change.

14. DEFINITIONS

Definitions shall be standard definition as defined by *Black's Legal Dictionary* except where applicable as specifically defined in the Development Agreement.

15. EXHIBITS

Exhibits "A" through "H" attached are part of this Agreement.

16. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, the Development Agreement, and the Land Use Agreement, as the same may be amended from time to time, embody and constitute the entire understanding among the parties with respect to the transactions contemplated herein. Neither the Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the City or its designated representative, as set forth herein, and the then Owner of the portion of land affected by such waiver, modification, amendment, discharge or termination.

17. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

18. CAPTIONS

The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

19. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and shall not invalidate this Agreement. In such an event, such illegal, invalid, or unenforceable provision shall be replaced with a provision which as nearly as possible fulfills the intent of the severed provision, but is not illegal, invalid, or unenforceable, and the remaining provisions of the

Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement.

20. GENDER OF WORDS

Words of any gender shall include the other gender where appropriate.

21. BINDING EFFECT

This Agreement will endure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of the parties hereto.

22. STATUS OF PARTIES' RELATIONSHIP

Nothing in this Agreement shall be construed to make any party the partner or joint venturer of or with respect to any other party.

23. COUNTERPART EXECUTION

This Agreement may be executed in multiple original counterparts, each of which shall be deemed as an original by all of which together shall constitute but one and the same instrument.

24. AUTHORITY

Each person executing this Agreement warrants and represents that he has the power and authority to enter into this Agreement in the name, title, and capacity herein stated and on behalf of the entity represented or purported to be represented by such person.

ATTEST:

Joanne Land

CITY OF ROUND ROCK, TEXAS

BY: Charles Culpepper
Charles Culpepper,
Mayor

DATE: 11/9/93

MSP, INC.
a Texas Corporation

BY: _____

Jeffrey Drinkard,
President

DATE: _____

10/25/93

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 9th day of November, 1993 by Charles Culpepper, Mayor of the City of Round Rock, Texas.

Virginia M. Moreno
Notary Public, State of Texas

Commission Expires: _____

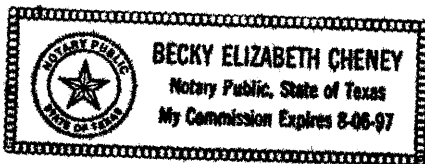
Name Printed: _____



THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 25 day of October, 1993 by Jeffrey Drinkard, President of MSP, Inc., a Texas Corporation, on behalf of said corporation.



Becky Elizabeth Cheney
Notary Public, State of Texas

Commission Expires: 8/6/97

Name Printed: Becky Elizabeth Cheney

APPENDIX 1

FIELD NOTES

BEING a part of the WILEY HARRIS SURVEY, ABSTRACT NO. 298, Williamson County, Texas, and being a part of that certain 122.82 acre tract of land described in a deed to R. L. Egger recorded in Volume 259 at Page 259, Deed Records of Williamson County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an "X" found cut in a concrete curb at the southwest corner hereof, said point also being the northwest corner of Southgate Apartments, Ltd, a subdivision of record filed in Cabinet F, Slide 288, Plat Records of Williamson County;

THENCE with the west line hereof and the east line of Interstate Highway 35, the following described two (2) courses and distances:

- 1) N 12° 42' 15" W a distance of 513.70 feet to a concrete R/W monument, and;
- 2) N 40° 06' 42" W a distance of 643.84 feet to the northwest corner hereof, from which a chain link fence corner post bears N 73° 55' 45" E a distance of 2.13 feet;

THENCE with the north line hereof, the following described four (4) courses and distances:

- 1) N 73° 55' 45" E a distance of 492.86 feet to an iron rod found at the southeast corner of Southside Acres, a subdivision of record filed in Cabinet A, Slide 323, Plat Records of Williamson County;
- 2) N 74° 15' 18" E a distance of 586.15 feet to an iron rod found at the southwesterly terminus of Mandell Street;
- 3) N 73° 00' 49" E a distance of 61.47 feet to an iron pipe found at the southeasterly terminus of Mandell Street, said iron pipe also being the southwest corner of Southside Acres Unit Two, a subdivision of record filed in Cabinet B, Slide 49, Plat Records of Williamson County, and;
- 4) N 73° 06' 28" E a distance of 356.87 feet to an iron rod found at the northeast corner hereof in the west line of U. S. Highway 81, (South Mays Street);

THENCE with the east line hereof and the west line of said U. S. Highway 81, the following described three (3) courses and distances:

- 1) An arc distance of 762.51 feet with a curve to the right, said curve having a central angle of $7^{\circ} 41' 32''$, a radius of 5679.58, tangents of 381.83 feet, a chord distance of 761.94 feet, and a chord bearing of $S 6^{\circ} 51' 07'' E$, to a concrete R/W monument;
- 2) $S 3^{\circ} 26' 43'' W$ a distance of 172.36 feet to a concrete R/W monument, and;
- 3) $S 8^{\circ} 35' 48'' E$ a distance of 154.21 feet to the southeast corner hereof, from which an iron rod found bears $N 87^{\circ} 53' 21'' E$ a distance of 0.90 feet, an iron rod found bears $S 87^{\circ} 53' 21'' W$ a distance of 0.80 feet, and a concrete R/W monument bears $S 8^{\circ} 35' 48'' E$ a distance of 46.92 feet;

THENCE with the south line hereof, the following described three (3) courses and distances:

- 1) $S 87^{\circ} 53' 21'' W$ a distance of 370.84 feet to an iron rod found, said iron rod also being the northwest corner of Stella Subdivision Section Two, a subdivision of record filed in Cabinet G, Slide 23, Plat Records of Williamson County;
- 2) $S 2^{\circ} 14' 22'' E$ a distance of 169.19 feet to an iron rod found at the southwest corner of said Stella Subdivision in the north line of said Southgate Apartments, Ltd;
- 3) $S 77^{\circ} 15' 31'' W$ a distance of 666.26 feet with the north line of said Southgate Apartments, Ltd, to the Place of Beginning, containing 30.42 acres of land, subject to easements, conditions or restrictions of record if any.

Stan Coalter

Stan Coalter, RPS, LSLS
2-1-93



APPENDIX 2

FIELD NOTES

BEING a part of the WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, and being a part of that certain 30.42 acre tract of land described in a deed to MSP, INC., recorded in Volume 2291 at Page 50, Official Records, Williamson County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at the northwest corner of said 30.42 acre tract in the east right-of-way line of Interstate Highway No. 35, from which a chain link fence corner post bears N 73° 55' 45" E a distance of 2.13 feet;

THENCE N 73° 55' 45" E a distance of 352.46 feet with the north line of said 30.42 acre tract to the northeast corner hereof;

THENCE crossing said 30.42 acre tract, the following described six (6) courses and distances:

- 1) S 29° 34' 41" W a distance of 66.58 feet;
- 2) S 33° 45' 24" W a distance of 52.64 feet;
- 3) S 21° 46' 50" W a distance of 93.72 feet;
- 4) S 28° 20' 47" W a distance of 49.99 feet;
- 5) S 14° 56' 05" W a distance of 52.39 feet, and;
- 6) S 17° 25' 55" W a distance of 43.58 feet to a point in the east right-of-way line of said Interstate Highway 35;

THENCE N 40° 06' 42" W a distance of 297.24 feet with the west line of said 30.42 acre tract and the east line of said Interstate Highway No. 35 to the Place of Beginning, containing 1.03 acres of land, more or less.

COALTER & ASSOCIATES, SURVEYORS

Stan Coalter

Stan Coalter, RPLS, LSLs
7-10-93 93011-1-D1

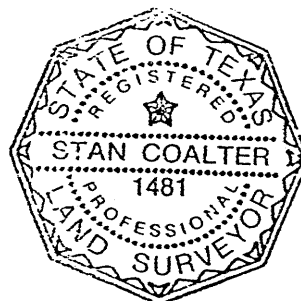


Exhibit B

Lienholders' Consent

State of Texas County of Williamson know all men by these presents that we,

_____, _____
_____, _____
_____, _____

being the holders of a Deed of Trust on the lands described in Exhibit A of this agreement which is recorded in Vol. 2291 Page 050 of the Official Records Williamson County, do hereby consent to the Development Agreement, the PUD Zoning Designation, and the recording of this Agreement in the Official Records of Williamson County.

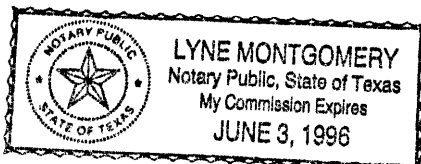
Witness my hand this 30 day of Aug. ²⁰⁰⁰ ~~July~~, 1993 A.D.

Stella Egger
Willie Mae Pfluger, att-in-fact.

State of Texas
County of Williamson Travis (Tm)

This instrument was acknowledged before me on the 30 day of August, 1993, by

Stella Egger by Willie Mae Pfluger, attorney in fact.



Lyne Montgomery
Notary Public, State of Texas

Printed Name: LYNE MONTGOMERY

My Commission Expires: 6-3-96

Exhibit BLienholders' Consent

State of Texas County of Williamson know all men by these presents that we,

_____, _____
 _____, _____
 _____, _____

being the holders of a Deed of Trust on the lands described in Exhibit A of this agreement which is recorded in Vol. 2291 Page 050 of the Official Records Williamson County, do hereby consent to the Development Agreement, the PUD Zoning Designation, and the recording of this Agreement in the Official Records of Williamson County.

Witness my hand this 30 day of Aug. 1993, 1993 A.D. *Aug. 1993 L.F.*

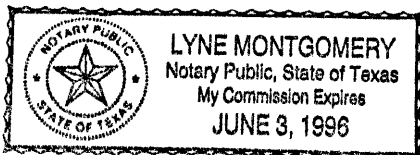
Lawrence Pfluger

Willie Mae Pfluger

State of Texas
 County of Williamson *Travis*

This instrument was acknowledged before me on the 30th day of August, 1993, by

Lawrence Pfluger and Willie Mae Pfluger.



Lyne Montgomery
 Notary Public, State of Texas

Printed Name: LYNE MONTGOMERY

My Commission Expires: 6-3-96

Exhibit B

Lienholders' Consent

State of Texas County of Williamson know all men by these presents that we,

Robert L. Pfluger, _____

being the holders of a Deed of Trust on the lands described in Exhibit A of this agreement which is recorded in Vol. 2291 Page 050 of the Official Records Williamson County, do hereby consent to the Development Agreement, the PUD Zoning Designation, and the recording of this Agreement in the Official Records of Williamson County.

X Witness my hand this 2 day of ^{Sept.} July, 1993 A.D.

Robert L. Pfluger

State of Texas
County of Williamson

Dallas

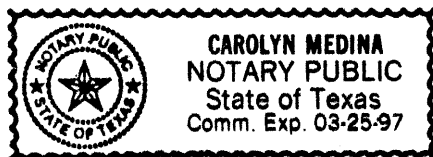
This instrument was acknowledged before me on the 2 day of Sept., 1993, by

Robert L. Pfluger

Carolyn Medina
Notary Public, State of Texas

Printed Name: Carolyn Medina

My Commission Expires: 3-25-97



Lienholders' Consent

State of Texas County of Williamson know all men by these presents that we,

_____, _____,
_____, _____,
_____, _____,

being the holders of a Deed of Trust on the lands described in Exhibit A of this agreement which is recorded in Vol. 2291 Page 050 of the Official Records Williamson County, do hereby consent to the Development Agreement, the PUD Zoning Designation, and the recording of this Agreement in the Official Records of Williamson County.

Witness my hand this 9 ^{Sept. 1993} day of July, 1993 A.D.

Dennis E. Graf

State of Texas
County of Williamson

This instrument was acknowledged before me on the 9th day of SEPT, 1993, by

DENNIS E. GRAF

Rebecca S. Brownlow
Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

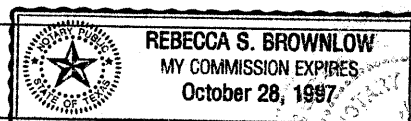


Exhibit B

Lienholders' Consent

State of Texas County of Williamson know all men by these presents that we,

_____, _____,
_____, _____,
_____, _____,

being the holders of a Deed of Trust on the lands described in Exhibit A of this agreement which is recorded in Vol. 2291 Page 050 of the Official Records Williamson County, do hereby consent to the Development Agreement, the PUD Zoning Designation, and the recording of this Agreement in the Official Records of Williamson County.

Witness my hand this 9th day of Sept. 1993 A.D.

Karolyn Pfluger Graf

State of Texas
County of Williamson

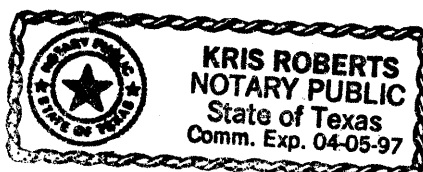
This instrument was acknowledged before me on the 9th day of September 1993, by

Karolyn Pfluger Graf.

Kris Roberts
Notary Public, State of Texas

Printed Name: Kris Roberts

My Commission Expires: 4-5-97

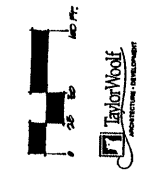




Rock Springs
APARTMENT HOMES ROUND ROCK, TEXAS

Unit No.	Unit Type	Unit Sq. Ft.	No. of Units	Total Square Footage
A-1	1-BR/1-BA	560	8	4,480
A-2	1-BR/1-BA	560	22	12,320
B-1	2-BR/2-BA	978	20	19,560
B-2	2-BR/2-BA	978	20	19,560
C-1	3-BR/3-BA	1090	24	26,160
C-2	3-BR/3-BA	1090	24	26,160
D-1	4-BR/4-BA	1200	8	9,600
D-2	4-BR/4-BA	1200	8	9,600
E-1	OFFICE	2000	1	2,000
E-2	LANDSCAPE	750	1	750
TOTAL PROJECT				124,130 SQ. FT.

- THREE STORY BLDGS. RIDGE HT. 45 FT.
- THREE STORY BLDG. RIDGE HT. 45 FT.
- OFFICE BLDG. AND PAVILLIONS ARE ONE STORY.
- ALL OTHER BLDGS. ARE TWO STORY.



8.04 4c

MANDELL

SECRET

SOUTHSIDE
ACRES
(PARK)

DEVELOPMENT AREA A

DEVELOPMENT AREA C

DEVELOPMENT AREA B

SOUTH MAYS STREET

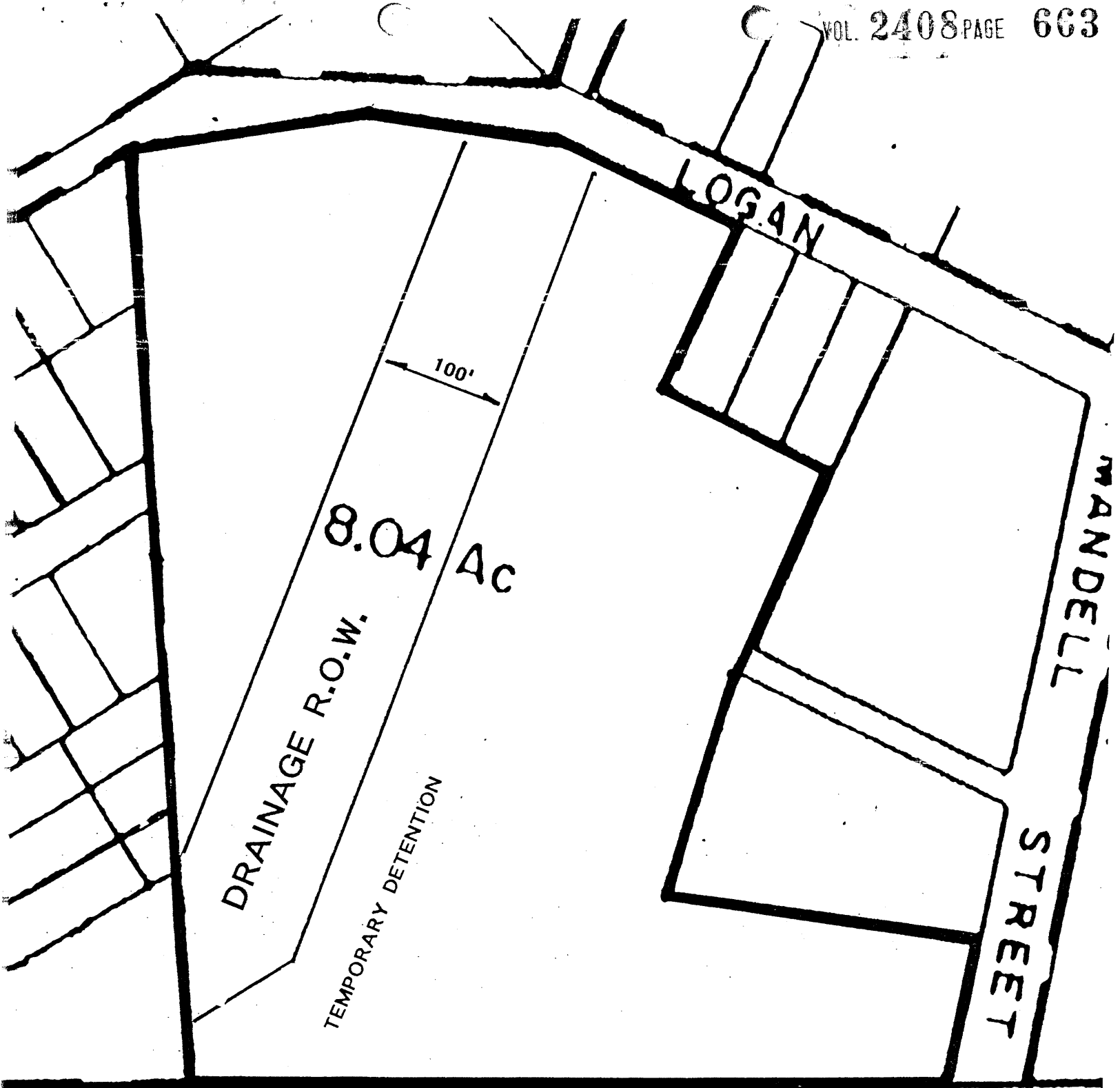
SOUTH	MAYS	S
S. MAY'S	CO. MAY'S	EXP.
10-11		

STELLA S/D
SECT. 2

STELLA
STED

SCALE: 1" - 200'

L.H. 35 R.O.W.



SCALE: 1" = 100'



EXHIBIT E

The proposed 100 foot drainage right of way will be dedicated to accommodate drainage improvements to be constructed by the City.

The drainage improvements recommended by the Drainage Improvements Study for the Rubio Subdivision identified the following:

DRAINAGE IMPROVEMENTS

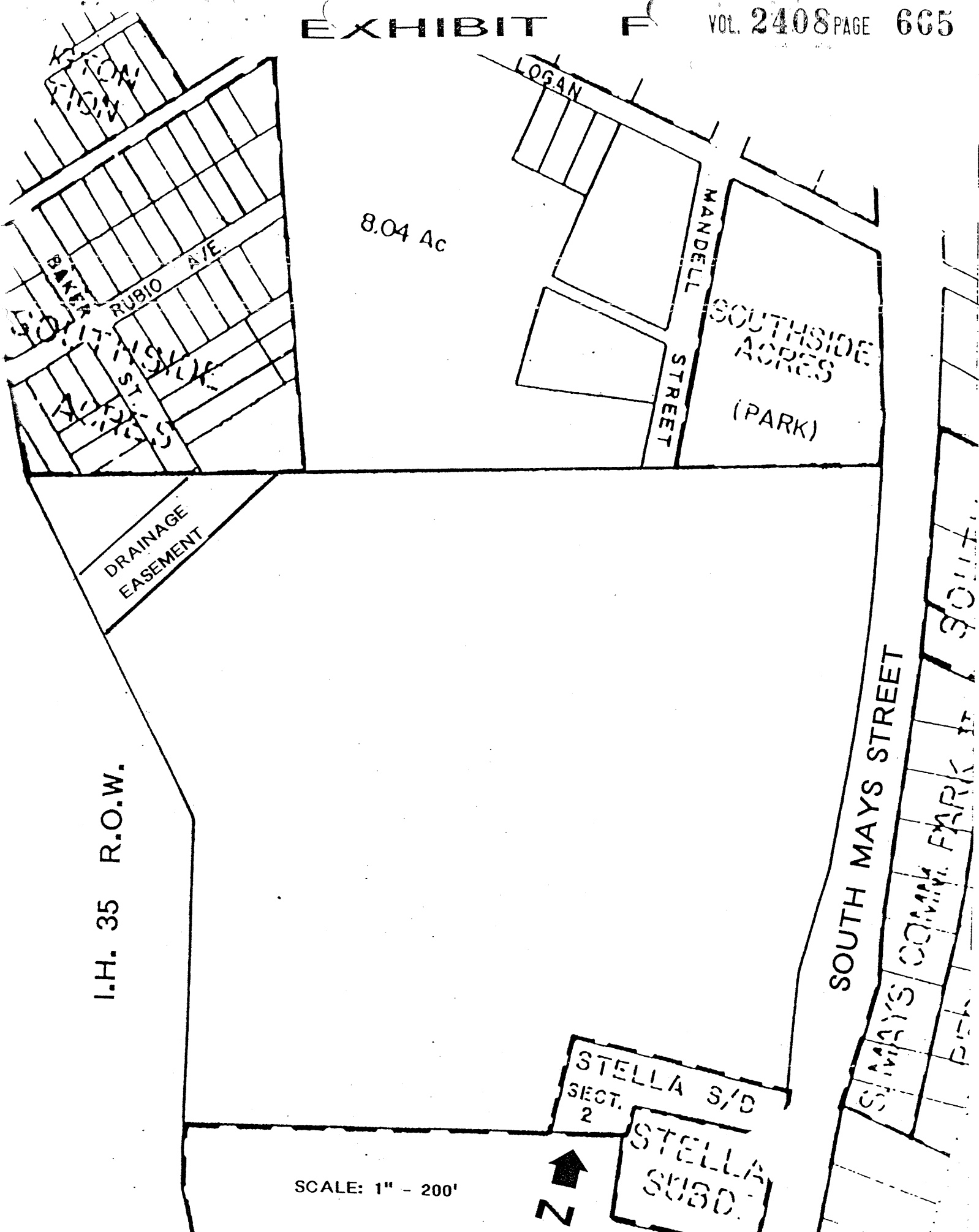
The current drainage patterns within the project area are relatively unrestricted overland flow. The source of the flooding being experienced by the households is due to the Lake Creek Tributary 1 which flows through the project area from southwest to northeast. This tributary meets the main channel of Lake Creek on the northern boundary of the project area. In addition drainage from the Interstate Highway 35 R.O.W. flows into the channel at the western edge of the project area.

The drainage is controlled primarily by natural terrain. Virtually no drainage improvements have been constructed in this area. Storm run-off from private property flows unrestricted onto adjacent properties and streets. No enclosed storm sewer piping or curbed and guttered streets exist. The Lake Creek Tributary 1 channel is unimproved with a severely meandering alignment contributing to poor flow characteristics and erosion. The drainage area for this tributary is 1.6 square miles resulting in an approximate 100 year flow of 1921 cfs. The existing channel has an approximate capacity of 300 cfs which results in severe overtopping of the banks. This capacity will not contain a 10-year design storm with flows of 961 cfs.

The planned improvements consists of a grass lined trapezoidal channel with a top width of 100', bottom width of 60', approximately 6' deep, with 3 to 1 side slopes for maintenance. The bottom will have a narrow continuous concrete trickle channel to insure conveyance of minor flows and reduce maintenance requirements. The alignment will be basically straight with one slight bend. The channel will tie into the main channel of Lake Creek on the north edge of the project area.

The planned improvements should not have any adverse affects downstream because of the improved time of concentration. For a given storm, the run-off from the Lake Creek Tributary drainage area will pass the confluence prior to the peak Lake Creek drainage area flows. This will reduce the downstream flows from current levels.

No other precautions are needed such as fencing (side slopes are acceptable). It is not anticipated that prolonged ponding and stagnation of water will occur due to the concrete trickle channel.



8.04 Ac

LOGAN

MANDELL

STREET

SOUTHSIDE
ACRES

(PARK)

DRAINAGE
EASEMENT

I.H. 35 R.O.W.

SOUTH MAYS STREET

STELLA S/D
SECT.
2

STELLA
SUBD.

SCALE: 1" - 200'



EXHIBIT G

11.311 DISTRICT C-1 (General Commercial)

(1) **Intent**

To establish and preserve areas of medium intensity land use primarily devoted to general commercial and other non-industrial activities.

(2) **Permitted Principal Uses**

Offices, services, amusements, governmental, institutional, commercial, places of worship, and other non-industrial activities which are conducted wholly within an enclosed building or buildings.

(3) **Conditional Uses**

Subject to site plan approval by the Development Review Board, non-industrial activities which entail either unenclosed operations or storage, schools, caretaker's residences, and a combination of commercial and residential uses within a single building.

EXHIBIT "H"

August 20, 1993

Longhorn Title Company, Inc.
402 B. West Taylor
Round Rock, Texas 78664

Re: HF2M PUD #9 Escrow Agreement

Dear Sir:

Pursuant to Section 7.4 of Ordinance No. _____, adopted by the City of Round Rock, Texas on _____, 1993, the sum of \$_____ is hereby deposited with you in escrow on behalf of MSP, Inc., the owner of 29.39 acres of land situated in Round Rock, Texas.

These escrowed funds represent the owner's cost for joint drainage improvements for the above-described 29.39 acres.

The escrowed funds may be withdrawn at anytime by the Director of Public Works of the City of Round Rock to pay for the above-described drainage improvements.

In the event that the drainage facilities have not been constructed prior to the Owner applying for any building permit upon the above-described property or any other development approval required to commence construction on said property, the owner, pursuant to Section 7.6 of the Ordinance, shall have the right to construct on-site detention facilities required to serve the above-described property. If the option is exercised, all remaining funds held in escrow shall be returned to the owner.

Special conditions of the escrow are as follows:

Escrow Agent shall not be liable for any loss or damage resulting from the following: lack of authenticity, sufficiency, and effectiveness of any documents delivered to it and lack of genuineness of any signature or authority of any person to sign any such document; any loss or impairment of funds deposited in the course of collection or while on deposit with a qualifying institution resulting from failure, insolvency or suspension of such institution; Escrow Agent complying with any and all legal process, writs, orders, judgments, and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside, or reversed; Escrow Agent asserting or failing to assert any cause of action or defense in any judicial, administrative, or other proceeding either in the interest of itself or any other party or parties; and any good faith act or forbearance by Escrow Agent.

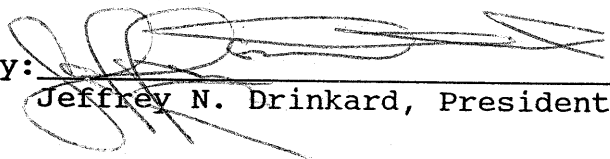
Longhorn Title Company, Inc.
August 20, 1993
Page 2

Escrow Agent shall have not obligation to inquire into the authenticity of any written instructions delivered to it as required by this Agreement, nor to inquire as to the genuineness of any signature or authority of any person to issue such instructions.

If written notice of default, non-performance, or dispute by or between the other parties hereto is given to Escrow Agent within a reasonable time prior to its required performance by any such parties, Escrow Agent shall notify in writing all other parties of the receipt of such notice and shall not be required to perform its obligations hereunder if Escrow Agent deems it to be in its best interests not to so perform. If within fifteen (15) days from the date of mailing of such notice by Escrow Agent a written instruction reply to same has not been received by Escrow Agent or a conflicting instruction reply has been received within such time period, Escrow Agent may in its sole discretion perform in accordance with its obligations hereunder, or prepare to and shortly thereafter file an interpleader action to resolve the conflict. Escrow Agent shall be indemnified, saved, and held harmless by the other parties hereto for all of its expenses, costs, and reasonable attorney fees incurred in connection with said interpleader actions, and such expenses, costs, and fees may be deducted from the funds held hereunder.

If Escrow Agent is made a party to any judicial, non-judicial, or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder and which seeks to attach, recover, or direct disbursement/release of the subject matter of this Agreement, the expenses, costs, and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing, or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save, and hold Escrow Agent harmless from said expenses, costs, and fees so incurred.

MSP, INC.

By: 
Jeffrey N. Drinkard, President

ACKNOWLEDGED:

LONGHORN TITLE COMPANY, INC.

By: _____
Printed Name: _____
Title: _____